

SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

PIU and PLU factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	PLU (%)
Verizon	Cox	ALL	0	100
Cox	Verizon	ALL	0	99

COX BILLING CONTACT NAME: _____

COX BILLING CONTACT NUMBER: _____

COX BILLING CONTACT ADDRESS: _____

Verizon BILLING CONTACT NAME: _____

Verizon BILLING CONTACT NUMBER: _____

Verizon BILLING CONTACT ADDRESS: _____

Cox ACNA to be used when ordering Interconnections Trunks: _____

Cox CIC to be used when ordering Interconnection Trunks: _____

Verizon ACNA to be used when ordering Interconnections Trunks: _____

Verizon CIC to be used when ordering Interconnection Trunks: _____

SCHEDULE 11.4

ACCESS TO NETWORK INTERFACE DEVICE

1. Subject to the conditions set forth in the Agreement and at Cox's request, Verizon will permit Cox to connect a Cox loop to the deregulated inside wire of a Customer's premises through the use of a Verizon NID in the manner set forth in this Schedule 11.4. Cox may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Cox NID deployed by Cox or, if an entrance module is available in the Verizon NID, by connecting a Cox loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to the deregulated inside wire of a Customer's premises. An entrance module is available only if facilities are not connected to it. The Customer will be responsible for resolving any conflicts between service providers for access to the Customer's premises and the deregulated inside wire.

2. In no case shall Cox access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

3. In no case shall Cox access, remove, disconnect or in any other way rearrange the deregulated inside wire of a Customer's premises from Verizon's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

4. In no case shall Cox remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

5. In no case shall Cox remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

6. Maintenance and control of deregulated inside wire is the responsibility of the Customer. Any conflicts between service providers for access to the deregulated inside wire must be resolved by the Customer.

7. When Cox is not connecting a Cox Loop to the deregulated inside wire of a Customer's premises through the Customer's side of the Verizon NID, Cox does not need to submit a request to Verizon and Verizon shall not charge Cox for access to the Verizon NID. In such instances, Cox shall comply with the provisions of Paragraphs 2-6 of this Schedule 11.4 and shall access the deregulated inside wire in the manner set forth in Paragraph 7 of this Schedule 11.4. Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Cox may access the deregulated inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of deregulated inside wire is present and environmental conditions permit, requesting carrier (i.e., Cox or Cox's agent, the building owner, or the Customer) may remove the deregulated inside wire from the Customer's side of the Verizon NID and connect that wire to Cox's NID;

(B) Where an adequate length of deregulated inside wire is not present or environmental conditions do not permit, Cox may enter the Customer side of the Verizon NID enclosure for the purpose of removing the deregulated inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the deregulated inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) Cox may request Verizon to make other rearrangements to the deregulated inside wire terminations or terminal enclosure on a time and materials basis to be charged to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer). If Cox accesses the deregulated inside wire of the Customer's premises as described in this Paragraph 7(C), time and materials charges will be billed to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer) at the rates set forth in Exhibit A.

SCHEDULE 11.5

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (which provides the same basic capabilities made available to Verizon's Customers, including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to routing tables, 911, operator services, and directory assistance), line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing, usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card), as well as any technically feasible customized routing functions provided by the switch.

Verizon shall offer, as an optional chargeable feature, daily usage tapes. Cox may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Cox may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Cox to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Verizon shall not be required to unbundle local circuit switching for Cox when Cox serves end-users with four or more voice grade (DS0) equivalents or lines, and Verizon's local circuit switches are located in:

- (i) The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and
- (ii) In Density Zone 1, as defined in § 69.123 on January 1, 1999.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in

Tandem Switches, including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon Access Tandem for the purpose of routing a call or calls.

Packet Switching

Verizon warrants that it is not obligated to provide nondiscriminatory access to unbundled packet switching under Applicable Law. If Verizon becomes obligated to provide such access, Verizon will promptly notify Cox. The terms, conditions and prices for unbundled packet switching (including, but not limited to, the terms and conditions defining the unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law. In the absence of a Verizon UNE Tariff, prior to Verizon's provision of such unbundled packet switching, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

SCHEDULE 11.7

OPERATIONS SUPPORT SYSTEMS

1. Verizon OSS SERVICES

1.1 Definitions

As used in the Schedule 11.7, the following terms shall have the meanings stated below:

1.1.1 “Verizon Operations Support Systems” means Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “Verizon OSS Services” means access to Verizon Operations Support Systems functions. The term “Verizon OSS Services” includes, but is not limited to: (a) Verizon’s provision of Cox Usage Information to Cox pursuant to Section 1.3 below; and, (b) “Verizon OSS Information”, as defined in Section 1.1.4 below. As used in this Schedule, Verizon OSS functions include the OSS functions used for Cox’s provision of Exchange Service using Verizon’s Resale and unbundled Network Elements, as well as those OSS functions needed by Cox associated with its migration of a Customer from Verizon to Cox’s facilities-based Exchange Service, including: access to customer service records, Customer loop disconnect, Customer intercept referral, directory listings and E911 ALI database updates, as well as migration-related LNP activation.

1.1.3 “Verizon OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Cox.

1.1.4 “Verizon OSS Information” means any information accessed by, or disclosed or provided to, Cox through or as a part of Verizon OSS Services. The term “Verizon OSS Information” includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Cox Customer accessed by, or disclosed or provided to, Cox through or as a part of Verizon OSS Services; and, (b) any Cox Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Cox.

1.1.5 “Verizon Retail Telecommunications Service” means any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term “Verizon Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

1.1.6 “Cox Usage Information” means the usage information for a Verizon Retail Telecommunications Service purchased by Cox under this Agreement that Verizon would

record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 Verizon OSS Services

1.2.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

1.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, and in accordance with the Verizon Change Management Process then in effect, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Cox, provided, however, that Verizon shall provide notice of system or interface modification subject to section 251(c)(5) disclosure requirements. In addition, once per quarter, Verizon will provide a long term forecast covering the next six to nine months including high level estimates of when Verizon intends to release, upgrade or retires its various operational support systems. At the same time, Verizon will provide a nearer term outlook with a high level description of the items to be released in the next three to four months.

13 Cox Usage Information

1.3.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Cox Usage Information.

1.3.2 Cox Usage Information will be available to Cox through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 Cox Usage Information will be provided in a Telcordia Exchange Message Records (“EMR”) format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Cox Usage Information will be provided to Cox shall be determined by Verizon.

1.4 Summary of Verizon OSS Functions

Verizon shall provide access to the following functions via Verizon OSS, and absent Verizon OSS, via Verizon Pre-OSS:

1.4.1 Pre-Ordering

For the purpose of this Schedule, pre-ordering functions shall include Cox's ability to:

- (a) view features and services available at a valid service address (as applicable);
- (b) obtain access to Verizon Customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity;
- (c) reserve a telephone number (if the Customer does not have one assigned) with the Customer on-line;
- (d) obtain service availability dates for the Customer for services not subject to standard intervals;
- (e) query the status of the work request(s), which require dispatch of a Verizon Service Technician, associated with a specified service order number and circuit ID;
- (f) obtain Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA;
- (g) verify service address;
- (h) process an inquiry to qualify facilities prior to placing an order.

In addition, the Pre-ordering functions include Loop qualification information as described in Section 11.3.8

1.4.2 Ordering and Provisioning

For the purpose of this Schedule, ordering and provisioning functions shall include Cox's ability to:

- (a) submit service requests/orders using order formats as defined by the Ordering and Billing Forum (OBF) as available, or industry guidelines;
- (b) receive firm order confirmation with purchase order number, telephone number (if applicable), service order number and due date;
- (c) obtain provisioning status;
- (d) obtain service order status, including order completion date.

1.4.3 Maintenance

For the purpose of this Schedule, maintenance functions shall include Cox's ability to:

- (a) issue trouble tickets;
- (b) obtain trouble ticket status;
- (c) view trouble history;
- (d) close trouble tickets.

1.5 Access to and Use of Verizon OSS Facilities

1.5.1 Verizon OSS Facilities may be accessed and used by Cox only to the extent necessary for Cox's access to and use of Verizon OSS Services pursuant to the Agreement.

1.5.2 Verizon OSS Facilities may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.5.3 Cox shall restrict access to and use of Verizon OSS Facilities to Cox. This Schedule 11.7 does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use Verizon OSS Facilities.

1.5.4 Cox shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Cox's use under this Schedule 11.7.

1.5.5 Without waiving its legal rights or remedies Cox shall comply with all practices and procedures established by Verizon and posted by Verizon on Verizon's website, www.bell-atl.com/wholesale for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Cox only in connection with Cox's use of Verizon OSS Facilities permitted by this Schedule 11.7; (c) shall be treated by Cox as Confidential Information of Verizon pursuant to subsection 28.4 of the Agreement; and, (d) shall be destroyed or returned by Cox to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

1.5.7 Cox's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Cox's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by Cox's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 11.7.

1.6 Verizon OSS Information

1.6.1 Subject to the provisions of this Schedule 11.7 and Applicable Law, Verizon grants to Cox a non-exclusive license to use Verizon OSS Information.

1.6.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11.7, Cox shall acquire no rights in or to any Verizon OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all Verizon OSS Information, except (a) Cox Usage Information, (b) CPNI of Cox, and (c) CPNI of a Verizon Customer or a Cox Customer, to the extent the Customer has authorized Cox to use the Customer Information.

1.6.3.2 Verizon OSS Information may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.6.3.3 Cox shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to subsection 28.4 of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 11.7, this Agreement does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other

persons (except Cox's employees, agents or contractors), in accordance with Section 1.6.3.5 below, to access, use or disclose Verizon OSS Information.

1.6.3.5 Cox's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Cox's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11.7. Any access to, or use or disclosure of, Verizon OSS Information by Cox's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Cox's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Cox to provide Telecommunications Services to Cox Customers; (b) termination of the license in accordance with this Schedule 11.7; or (c) expiration or termination of the Agreement.

1.6.3.7 All Verizon OSS Information received by Cox shall be, destroyed or returned by Cox to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.7 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 below), Cox's access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5 Cox acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.

1.7.2 Cox agrees that Verizon would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Cox or the employees, agents or contractors of Cox, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

1.9 Cooperation

Cox, at Cox's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by Verizon, Cox shall submit to Verizon reasonable, good faith estimates of the types of transactions or use of Verizon OSS Services that Cox anticipates.

1.9.2 Cox shall reasonably cooperate with Verizon in submitting orders and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

1.9.3 Cox shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

1.9.4 Verizon will provide technical support to Cox for its use of Verizon OSS. In addition, and in accordance with Verizon's Change Management Process, Verizon will provide immediate and direct notification to Cox in the event of customer-affecting and/or end user-affecting Verizon OSS and interface troubles or modifications. The Parties will establish interface contingency plans and disaster recovery plans for the pre-ordering, ordering, provisioning and maintenance functions.

1.10 Verizon Access to Information Related to Cox Customers

1.10.1 Verizon shall have the right to access, use and disclose information related to Cox Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) only to the extent such access, use and/or disclosure has been authorized by the Cox Customer in the manner required by Applicable Law, in order to permit Cox Customers to transfer service to Verizon, and for such other purposes as may be required by Applicable Law. In addition, upon obtaining such authorization from Cox's customer, Verizon shall be afforded access to applicable customer proprietary network information possessed by Cox, including: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. Ordering and trouble referral functions are also available

to Verizon in a manual mode (telephone call and/or facsimile) through Cox's Customer Service Center.

2. VERIZON PRE-OSS SERVICES

2.1 As used in this Schedule 11.7, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to Cox prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Cox. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication, as well as the OSS functions summarized in subsection 1.4. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are available via Verizon OSS, Cox will use Verizon OSS. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are not available via Verizon OSS, Cox will use Verizon Pre-OSS. If Verizon Pre-OSS functions are provided, and Verizon subsequently develops Verizon OSS access for pre-ordering, ordering or maintenance and repair to be accessed via Verizon OSS for any CLEC, Verizon shall make such capability available to Cox on a nondiscriminatory basis and Cox shall use such Verizon OSS and discontinue its use of Verizon Pre-OSS.

2.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change Verizon Pre-OSS Services, from time-to-time, without the consent of Cox.

2.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to Verizon OSS Information shall be deemed to include information made available to Cox through Verizon Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Verizon's Tariffs or, in the absence of an applicable Verizon Tariff price, in Exhibit A or, if not set forth in either, as may be determined by Verizon from time to time. If Verizon at any time offers another operations support service the prices for which are not stated in Verizon's Tariffs or Exhibit A, Verizon shall have the right to revise Exhibit A to add such prices.

4. TRAINING

4.1 Verizon shall provide Cox Verizon OSS user education classes. Classes shall be in train-the-trainer format to enable Cox to devise its own course work for its own employees. Classes will be held at Verizon's facilities. Charges will apply for each class. Schedules will be made available upon request and are subject to change, with class lengths varying.

4.2 In accordance with Verizon's Change Control Process, Verizon will provide to Cox, at no additional cost, supplemental Verizon OSS information, which may or may not be included in classroom training, needed by Cox as a result of Verizon OSS system or software version upgrades.

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

EXHIBIT A

Verizon Virginia Inc. and Cox Virginia Telcom, Inc.**DETAILED SCHEDULE OF ITEMIZED CHARGES¹****A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:**

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Local Call Termination^{2,3}		
Traffic Delivered at Verizon End Office	\$.000927/MOU	Not Applicable
Traffic Delivered at Verizon Tandem	\$.001590/MOU	Not Applicable
II. Unbundled Transport		
A. Dedicated Transport		
Voice Grade/DS-0	\$9.54/Month	All: \$10.81 /Service Order Connect \$4.91/ Service Order Disconnect: plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order:
DS-1	\$35.10/Month	
DS-3	\$604.53/Month	
DDS	\$9.84/Month	\$216.79/Initial Facility & \$11.86/Additional Facility Connect \$92.88/Initial Facility & \$7.27/Additional Facility Disconnect

¹ Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to Cox when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. Verizon rates and services for use by Cox in the carriage of Toll Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to the audit provisions of this Agreement.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction

² See note 9 regarding measurement and calculation of local traffic termination charges.

³ See Section 5.7.7 regarding compensation for Internet Traffic.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
II. Unbundled Transport (Continued)		
B. Common Transport		
Tandem Switching	\$.000548/MOU	Not Applicable
Tandem-Switched Transport (Fixed)	\$.000114/MOU	Not Applicable
C. Entrance Facilities		
		All:
		Service Order Connect: \$10.81
		Service Order Disconnect: \$4.91
		plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order:
2-Wire Voice Grade Channel Termination	\$13.76/Month	\$333.32/Initial & \$192.99/Additional connect \$55.39 Initial and \$33.02/ Additional disconnect
4-Wire Voice Grade Channel Termination	\$27.89/Month	\$441.02/Initial & \$255.99/Additional \$65.71 Initial and \$39.32/Additional disconnect
		Both DS-1 and DS-3 Channel Termination:
DS-1 Channel Termination	\$119.15/Month	\$489.86/Initial & \$241.08/Additional \$67.13 Initial and \$32.61/Additional disconnect
DS-3 Channel Termination	\$767.44/Month	Both DS1/0 and DS3/1 Muxing:
		\$441.42/Initial & \$441.42/Additional Connect
DS-1 to Voice Grade Multiplexing	\$53.77/Month	\$43.66 Initial and \$43.66/ Additional disconnect
DS-3 to DS-1 Multiplexing	\$185.73/Month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
II. Unbundled Transport (Continued)		
D. Digital Cross-Connect System		
Service Establishment	Not Applicable	\$1683.85/Request
Database Modification	Not Applicable	\$134.70/Modification Request
Reconfiguration by Verizon Personnel	Not Applicable	\$29.67/Programming Charge/30 minute Increment
DS-0 Cross-Connect	\$20.03/Port/Month	Service Order : \$10.81/Connect \$4.91/Disconnect \$20.90/Port Installation \$3.37/ Port Disconnect
DS-1 Cross-Connect	\$69.95/Port/Month	Service Order : \$10.81/Connect \$4.91/Disconnect \$20.23/Port Installation \$10.12/Port Disconnect
E. Mid-Span Meet Arrangements	To be charged in accordance with the requirements of Section 4.3 of the Agreement	
F. Tandem Transit		
Tandem Switching	.000548/Mou	NA
Tandem Switched Transport	.000114/Mou	NA
G. Dark Fiber	TBD	TBD

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Unbundled Switching⁴		
A. Local Switching Ports		
POTS/PBX/Centrex	\$1.30/Port/Month	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91/Port Installation Connect: \$2.68/Port Installation Disconnect: \$1.07
ISDN (BRI)	\$6.52/Port/Month	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91/Port Installation Connect: \$2.68/Port Installation Disconnect: \$1.07
ISDN (PRI)	\$81.28/Port/Month	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91/Port Installation Connect: \$102.13/Port Installation Disconnect: \$1.07
III. Unbundled Switching (continued)		
A. Local Switching Ports (continued)		
Public/Semi-Public	\$1.51/Port/Month	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91/Port Installation Connect: \$2.68/Port Installation Disconnect: \$1.07

⁴ In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, Verizon may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
DID	\$3.63/Port/Month	Service Order Connect: \$10.81
		Service Order Disconnect: \$4.91/Port
		Installation Connect: \$609.88/Port
		Installation Disconnect: \$1.07
Coordinated Port Cutover	Not Applicable	\$2.89/Port
B. Tandem Switching Usage	\$.000548/MOU	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
III. Unbundled Switching (Continued)		
C. Local Switching Usage		
POTS Originating With Vertical Features	\$.004129/MOU	\$8.42/Service Order
POTS Terminating With Vertical Features	\$.002079/MOU	\$8.42/Service Order
ISDN Originating Digital Circuit Switched Voice	\$.001993/MOU	\$8.42/Service Order
ISDN Terminating Digital Circuit Switched Voice	\$.000859/MOU	\$8.42/Service Order
ISDN Originating Digital Circuit Switched Data	\$.001013/MOU	\$8.42/Service Order
ISDN Terminating Digital Circuit Switched Data	\$.000859/MOU	\$8.42/Service Order
D. POTS Features		
PBX	\$.000833/MOU	Both: \$8.42/Service Order
Multi-Line Hunting	\$.000001/MOU	
E. Centrex Features		
UCD	\$.000655/MOU	\$8.42/Service Order
Hunting	\$.000464/MOU	\$8.42/Service Order
Queuing	\$.000595/MOU	\$8.42/Service Order
Intercom & Features	\$.017372/MOU	\$8.42/Service Order
Attendant	\$.021223/MOU	\$8.42/Service Order
Attendant Console	\$.017200/MOU	\$8.42/Service Order
Centralized Attendant Services	\$.214070/MOU	\$8.42/Service Order
Attendant Access Code Dialing	\$.040065/MOU	\$8.42/Service Order
Automatic Route Selection	\$.000408/MOU	\$8.42/Service Order
Electronic Tandem Switching	\$.000724/MOU	\$8.42/Service Order
F. ISDN Centrex Feature		
	\$.004007/MOU	\$8.42/Service Order
IV. Unbundled Loops⁵		

⁵ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops and UNE Advance Services Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.htm> for former Bell Atlantic service areas.

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire Analog Loops (POTS Loops)	Density Cell: 1 - \$10.74/Month 2 - \$16.45/Month 3 - \$29.40/Month.	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91 Installation: If a premises visit is not required, initial & each additional loop - \$2.68 If a premises visit is required: initial loop installed on that visit: \$47.55; Each additional loop installed on that visit: \$21.69 Installation Disconnect: \$1.07/Loop
4 Wire Premium Loops	Density Cell: 1 - \$22.25/Month 2 - \$33.23/Month 3 - \$56.75/Month.	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91 Installation: If a premises visit is not required, initial & each additional loop: \$50.89 If a premises visit is required: initial loop installed on that visit: \$107.50; Each additional loop installed on that visit \$81.63 Installation Disconnect: \$1.07/Loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
ISDN Loops	Density Cell: 1 - \$12.52/Month 2 - \$18.23/Month 3 - \$31.18/Month.	Service Order Connect: \$15.29 Service Order Disconnect: \$4.91 Installation: If a premises visit is not required, initial & each additional loop - \$11.61 If a premises visit is required: initial loop installed on that visit: \$56.48 Each additional loop installed on that visit: \$30.62 Installation Disconnect: \$1.07/Loop
DS-1 Loops	Density Cell: 1 - \$110.61/Month 2 - \$142.49/Month 3 - \$181.29/Month.	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91 If premises visit not required, initial & each additional loop - \$50.89 If a premises visit is required: initial loop installed on that visit \$107.50; Each additional loop installed on that visit: \$81.63 Installation Disconnect: \$1.07/Loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
Customer Specified Signaling - 2-Wire	Density Cell: 1 - \$10.74/Month 2 - \$16.45/Month 3 - \$29.40/Month.	Service Order Connect: \$10.81 Service Order Disconnect: \$4.91
Customer Specified Signaling - 4-Wire	Density Cell: 1 - \$22.25/Month 2 - \$33.23/Month 3 - \$56.75/Month.	Installation: If a premises visit is not required, initial & each additional loop - \$50.89 If a premises visit is required: initial loop installed on that visit \$107.50; Each additional loop installed on that visit: \$81.63 Installation Disconnect: \$1.07/Loop Service Order Connect: \$10.81 Service Order Disconnect: \$4.91 Installation: If a premises visit is not required, initial & each additional loop - \$50.89 If a premises visit is required: initial loop installed on that visit \$107.50; Each additional loop installed on that visit: \$81.63 Installation Disconnect: \$1.07/Loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire ADSL compatible Loops	Density Cell: 1 - \$12.52/Month	Service Order Connect: \$15.29
2 Wire HDSL compatible Loops	2 - \$18.23/Month	Service Order Disconnect: \$4.91
2 Wire SDSL compatible Loops	3 - \$31.18/Month.	Installation: If a premises visit is not required, initial & each additional loop - \$11.61
2 Wire IDSL compatible Loops		If a premises visit is required: initial loop installed on that visit: \$56.48 Each additional loop installed on that visit: \$30.62
		Installation Disconnect: \$1.07/Loop
4 Wire HDSL Loops	Density Cell: 1 - \$110.61/Month	Service Order Connect: \$10.81
	2 - \$142.49/Month	Service Order Disconnect: \$4.91
	3 - \$181.29/Month.	If premises visit not required, initial & each additional loop - \$50.89
		If a premises visit is required: initial loop installed on that visit \$107.50; Each additional loop installed on that visit: \$81.63
		Installation Disconnect: \$1.07/Loop
Coordinated Cutover	Not Applicable	If premises visit not required, \$2.89/Loop
		If premises visit required, \$11.74/Loop
Standard Digital Loops	All: \$.40/ Mechanized Loop	All: \$93.70/ Manual Loop
	Qualification per Loop Provisioned	Qualification per Loop Request
2 Wire ADSL compatible Loops (up to 12,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
2 Wire ADSL compatible Loops (up to 18,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
2 Wire HDSL compatible Loops (up to 12,000 feet)	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	
4 Wire HDSL compatible Loops (up to 12,000 feet)	See rates for 4 Wire HDSL Loops as set forth above	
2 Wire SDSL compatible Loops	See rates for 2 Wire SDSL Loops as set forth above	
2 Wire IDSL compatible Loops (up to 18,000 feet)	See rates for 2 Wire IDSL Loops as set forth above	
Digital Designed Loops		
2 Wire ADSL compatible Loop (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$542.30 Engineering Work Order Charge
2 Wire ADSL compatible Loop (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire ADSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$542.30 Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop (up to 30,000 Feet) Non-loaded with Bridged Tap options	See rates for 2 Wire ADSL and 2 Wire HDSL Loops as set forth above	\$707.99 Required Removal of Load Coils (up to 21,000 feet)

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
		\$941.06 Required Removal of Load Coils (up to 27,000 feet) \$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$542.30 Engineering Work Order Charge
2 Wire Digital Designed Metallic Loop with ISDN Loop Extension Electronics	See rates for 2 Wire ISDN Loops as set forth above	\$707.99 Required Removal of Load Coils (up to 21,000 feet) \$941.06 Required Removal of Load Coils (up to 27,000 feet) \$1,017.61 Addition of Range Electronics \$542.30 Engineering Work Order Charge
2 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 2 Wire HDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$542.30 Engineering Work Order Charge
4 Wire HDSL compatible Loops (up to 12,000 feet) with Bridged Tap removal	See rates for 4 Wire HDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
		\$430.79 Removal of Multiple Bridged Taps per Loop per Request \$542.30 Engineering Work Order Charge
2 Wire SDSL compatible Loops with Bridged Tap removal	See rates for 2 Wire SDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$542.30 Engineering Work Order Charge
2 Wire IDSL compatible Loops (up to 18,000 feet) with Bridged Tap removal	See rates for 2 Wire IDSL Loops as set forth above	\$177.48 Removal of one Bridged Tap per Request \$430.79 Removal of Multiple Bridged Taps per Loop per Request \$542.30 Engineering Work Order Charge
V. Collocation Cross-Connection	As applicable per Verizon –VA SCC Tariff No. 218 as amended from time to time	

VI. [Intentionally left blank.]**VII. Time and Materials**

Special Construction	As applicable per Verizon -VA Tariff as amended from time to time	
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	\$6.47/Service Order \$27.35/Premises Visit \$11.74 Labor Charge/ Quarter Hour After First Quarter Hour
Central Office Technician	Not Applicable	\$6.47/Service Order \$11.15 Labor Charge/ Quarter Hour

VIII. Signaling and Databases**A. STP Port**

Access Link (incl. one end)	\$4.93/Month	\$10.81 /Service Order Connect \$4.91/ Service Order Disconnect: plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order: \$135.01/Initial Facility & \$11.86/Additional Facility Connect \$92.88/Initial Facility & \$7.27/Additional Facility Disconnect \$81.77/port
STP Port Termination	\$458.70/Month	

B. 800/888/877/866 Database

Basic Query	\$.000658/Query	Not Applicable
Vertical Query	\$.000181/Query	Not Applicable

C. LIDB Validation

LIDB Point Codes	Not Applicable	\$80.93/Point Code
Calling Card	\$.0153/Query	Not Applicable
Billed Number Screening	\$.0153/Query	Not Applicable
Storage of Cox's Data in LIDB	Not Applicable	\$1,381.66/ Service Establishment/ Request

D. AIN Service Creation (ASC) Service**1. Developmental Charges**

Service Establishment	Not Applicable	\$878.23/Request
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Service Creation Access Port	\$136.14/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	\$1,266.13/Day	Not Applicable
b. On-Premise	\$1,266.13/Day	Not Applicable
Certification & Testing	\$76.49/Hour	Not Applicable
Help Desk Support	\$80.95/Hour	Not Applicable
2. Service Charges		
Subscription Charge	\$.96/Month	Not Applicable
Database Queries		
a. Network Query	\$.0006/Query	Not Applicable
b. Cox Network Query	\$.0006/Query	Not Applicable
c. Cox Switch Query	\$.0006/Query	Not Applicable
Trigger Charge		
a. Line Based	\$.00042/Query	Not Applicable
b. Office Based	\$.00042/Query	Not Applicable
Utilization Element	\$.00031/ACU	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	\$5.52/Service Order/Line
b. Cox Network Service Activation	Not Applicable	\$5.52/Service Order/Line
c. Cox Switch Service Activation	Not Applicable	\$5.52/Service Order /Line
Service Modification		
DTMF Update	\$.10/Occurrence	Not Applicable
Switch Based Announcement	\$.00318/ Announcement	Not Applicable
VIII. Directory Listings & Books		
Primary Listings	No Charge	
Additional Tariffed Listing Services	Per applicable Tariff (including, but not limited to, Verizon -VA SCC 203 sec. 3 as amended from time to time)	Per applicable Tariff (including, but not limited to, Verizon -VA SCC 203 sec. 4 as amended from time to time)
	Retail Rates less Wholesale Discount	Retail Rates less Wholesale Discount
Books & delivery (initial and annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to Cox per separate arrangement	
IX. Operator Services/Directory Assistance		
Carrier to Carrier LSV/VCI Request	\$.010475/Operator Work Second	Not Applicable

X. Access to Operation Support Systems

A. Pre-Ordering	\$.24/Query	Not Applicable
B. Ordering	\$3.83/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
EB/OSI Access	\$1.16/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	\$245.05/CD-ROM /Month	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	\$.000246/Message	Not Applicable
b. Delivery of DUF		
Data Tape	\$20.05/Tape	Not Applicable
Network Data Mover	\$.000093/Message	Not Applicable
CMDS	\$.000093/Message	Not Applicable
c. DUF Transport		
Communication Ports		
9.6 kb Communications	\$116.83/Month	Not Applicable
Port		
56 kb Communications Port	\$483.91/Month	Not Applicable
256 kb Communications	\$804.90/Month	Not Applicable
Port		
T1 Communications Port	\$2,872.12/Month	Not Applicable
Port Maintenance		
9.6 kb Communications	\$10.17/Month	Not Applicable
Port		
56 kb Communications Port	\$28.08/Month	Not Applicable
256 kb Communications	\$28.08/Month	Not Applicable
Port		
T1 Communications Port	\$356.61/Month	Not Applicable
d. CABS Billing		
CABS Billing per Bill Entry	\$.000108/Bill Entry	Not Applicable
3. Computer Processing Usage		
(CPU) per Customer		
Data Transmission (CMDS and Tape)	\$1.18/Customer	Not Applicable
Line Installation	\$1.18/Customer	Not Applicable
Network Control Program	\$1.18/Customer	Not Applicable
Coding		
Port Set Up	\$.18/Customer	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XI. Exchange Access Service Interstate Intrastate	Per Verizon-FCC Tariff No. 1 as amended from time to time Per Verizon- VA S.C.C.-Va. – No. 217 as amended from time to time	
XII. Number Portability Service Provider Number Portability Database Service	Service Provider Number Portability Database Service shall be charged at rates found in the Verizon - FCC Tariff No. 1 as amended from time to time	
XIII. 911/E911 Transport Data Entry and Maintenance		Per section II. Above No Charge
XIV. Poles Conduits & ROW	Per contract rates pursuant to 47 U.S.C. sec. 224 Illustrative: Duct: \$4.50/Foot/Year Pole: \$3.81/Attachment/Year	
XV. Network Interface Device	\$.44/mo	Not Applicable
XVI. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)		No Charge
XVII. Local Dialing Parity		No Charge

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
XVIII. Customized Routing		
Customized Routing	\$.12085/Line \$.06043/Call	Not Applicable
Customized Routing Transport		Per section II above.
XIX. Wholesale Discount for Resale of Retail Telecommunications Services⁶		
Resale of retail services if Cox provides own operator services platform	21.30%	
Resale of retail services if Cox uses Verizon operator services platform	18.50%	

⁶ Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to the Resale section of the Agreement the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and Verizon in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to Verizon for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to Verizon.

In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.gte.com/wise> for former GTE service areas and <http://www.bell-atl.com/wholesale/html/resources.html> for former Bell Atlantic service areas.

B. COX SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charges:
I. Local Call Termination^{7,8}		
Traffic Delivered at Cox End Office	\$0.000927/MOU	Not Applicable
Traffic Delivered at Cox Tandem Switch	\$0.001590/MOU	Not Applicable
II. Number Portability		
Service Provider Number Portability Database Service	Service Provider Number Portability Database Service shall be charged at rates found in the FCC exchange access Tariff as amended from time to time.	
III. Exchange Access Service		
Interstate	Per Cox FCC exchange access Tariff as amended from time to time.	
Intrastate	Per Cox VA exchange access Tariff as amended from time to time.	
IV. Signalling and Databases		
A. STP Port Access Link	\$4.98/month	\$10.81/Service Order Connect \$4.91/Service Order Disconnect Plus installation connect and installation disconnect charges for each initial and additional facility purchased at the time of order: \$135.01/Initial Facility & \$11.86/Additional Facility Connect. \$92.88/Initial Facility & \$7.27 Additional Facility Disconnect
B. STP Port Termination	\$458.70/Month	\$81.77/Port

VI. Billing Record Exchange (e.g., MPB,800, etc.)		
Per record processed (EMR Format)	\$0.004103	NA
Per record transmitted	\$0.000118	NA
Per tape/cartridge	\$20.12	NA

⁷ See note 9 regarding measurement and calculation of local traffic termination charges.

⁸ See Section 5.7.7 regarding compensation for Internet Traffic.

VII. Manual CPNI, Ordering and Trouble Referral Transactions	NA	\$7.50 Labor Charge/Quarter Hour
VIII. Mid-Span Meet Arrangements	To be charged in accordance with the requirements of Section 4.3 of the Agreement.	
IX. Carrier to Carrier LSV/VCI Request	\$0.75 per query \$\$1.55 per interrupt	
X. All Other Cox Services Available to Verizon for Purposes of Effectuating Local Exchange Competition	Available at Cox's tariffed or otherwise generally available rates	
XI. Other Services		
Information Service Billing Fee	\$0.03 per call	No Charge

⁹ Local Traffic Termination Rates

A. Charges by Verizon

- (a) Traffic delivered to or Verizon Access Tandem: \$.001590 per MOU.
- (b) Traffic delivered directly to terminating Verizon End Office: \$.000927 per MOU.

B. Charges by Cox

1. Single-tiered interconnection structure (at Cox's option):

Cox's rates for the termination of Verizon's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Access Tandem Minutes = Total minutes of use of Local Traffic delivered by Cox to the Verizon Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by Cox directly to the terminating Verizon End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by Cox to Verizon for most recent billed quarter.

Cox Charge at the Cox-IP =

$$\frac{(\text{Access Tandem Minutes} \times \$0.001590) + (\text{End Office Minutes} \times \$0.000927)}{\text{Total Minutes}}$$

For the first year after the Effective Date, the Cox charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to Verizon End Offices and to Verizon Access Tandems.

2. Multiple-tiered interconnection structure (if offered by Cox to any carrier)

- (a) Local Traffic delivered to Cox Access Tandem: \$.001590/ MOU
- (b) Local Traffic delivered to terminating Cox End Office/node: \$.000927/ MOU

C. Miscellaneous Notes

- 1. The Cox termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the Cox-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by Verizon to Cox under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single Cox termination rate is also intended to provide financial incentives to Cox to deliver traffic directly to Verizon's terminating End Offices once Cox's traffic volumes reach an appropriate threshold.

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. Verizon shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. Cox may cancel a Network Element Bona Fide Request at any time, but shall pay Verizon's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, Verizon shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, Verizon shall provide to Cox a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that Verizon will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If Verizon determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Cox. When it receives such authorization, Verizon shall promptly develop access to the requested Network Element, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, Verizon shall provide to Cox a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Cox must either accept or reject such quote. If Cox rejects such quote, it may seek arbitration by the Commission pursuant to Section 252 of the Act. If Cox accepts such quote, then the Parties shall negotiate in good faith any additional terms and conditions regarding Verizon's provision of the Network Element that are not included in or inconsistent with the Network Element Bona Fide Request quote. Verizon may, but is not required to, provide such Network Element under the terms, conditions and prices (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are set forth in an applicable tariff of Verizon (a "Verizon UNE Tariff"). In the absence of a Verizon UNE Tariff, prior to Verizon's provision of such Network Element, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 or 252 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.